

Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

PATRICK LEONARD TIERNEY;

CASE NO. 2:20-cv-01245-RSM

PLAINTIFF,

VS.

PLAINTIFF'S REPLY IN FURTHER
SUPPORT OF MOTION TO ENFORCE
SETTLEMENT

CARRINGTON MORTGAGE SERVICES,
LLC; AZTEC FORECLOSURE
CORPORATION OF WASHINGTON; and
THE BANK OF NEW YORK MELLON, f/d/a
THE BANK OF NEW YORK AS TRUSTEE
FOR REGISTERED HOLDERS OF CWABS,
INC., ASSET-BACKED CERTIFICATES,
SERIES 2004-5.

FILED UNDER SEAL

NOTE ON MOTION CALENDAR:
March 25, 2022

DEFENDANTS.

Carrington Mortgage Services Inc ("Carrington") opposes Plaintiff Patrick Leonard Tierney's ("Tierney") Motion to Enforce Settlement on the grounds that Tierney failed to present evidence that the parties arrived at a meeting on the minds. It is arguments such as these that gave birth to the term "gaslighting." If placing the terms of a settlement on the record before a US District Court Magistrate is insufficient proof that an agreement was reached, the entire process is an exercise in futility and a waste of judicial resources.

1 All believe that a settlement was reached, including Carrington and its counsel.
2 Carrington's objection is that its pork-barrel amendment to the agreement did not go undetected.
3 Tierney did not and would not release Mellon on the terms set forth in the agreement reached on
4 February 8, 2022. Carrington knows this – which is why did not openly insist on Mellon's
5 inclusion in the release when the parties were invited to place *all* material terms on the record.

6 The agreement should be enforced.
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9 Dated: March 25, 2022

CREER LEGAL

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13 By: _____
14 Erica A. St. Louis
15 WSBA # 28793
16 Counsel for Plaintiff
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